



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

July 29, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 5 TO COUNTY AGREEMENT WITH RANCHO
LOS AMIGOS HOSPITAL FOUNDATION, INC.**
(4th District) (3Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 5 in a form substantially similar to Exhibit I to Agreement No. 44731 with Rancho Los Amigos Hospital Foundation, Inc. to modify the language describing the current location for space leased to the Foundation at Rancho Los Amigos National Rehabilitation Center retroactive to October 15, 2003, and to add required standard contract provisions to the Agreement effective upon Board approval. There is no monetary payment between the parties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this action, the Board is authorizing the Director of Health Services, or his designee, to sign a contract amendment to relocate Rancho Los Amigos Hospital Foundation, Inc. (Foundation) from its space in Rancho Los Amigos National Rehabilitation Center (Rancho) Building 601 (872 square feet) to Building 606 (1,145 square feet) for the continued provision of fund-raising services and other services, and to add required standard contract provisions to the Agreement.

FISCAL IMPACT/FINANCING:

The annual value of space for this Amendment is \$51,000 for 1,145 square feet. There is no monetary payment between the parties. The County provides space and in-kind support to the Foundation in exchange for fund-raising services and the Foundation acting as County's agent in

the collection of fees from health workers receiving health professional training classes taught by County personnel.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 21, 1983, the Board approved an agreement with the Foundation for fund-raising services at Rancho.

On October 31, 1989, the Board approved Amendment No. 1 authorizing the Foundation to act as the County's agent in collecting fees from health workers participating in continuing education programs taught by County personnel during County time. On November 13, 1990, the Board approved Amendment No. 2 for additional in-kind County support to the Foundation's fund raising efforts.

On August 4, 1998, the Board approved Amendment No. 3 to modify the space allocated to the Foundation and allow the Foundation to provide gift shop and thrift shop concessionaire services. On March 18, 2003, the Director exercised his delegated authority to execute Amendment No. 4 to include in the Agreement the required language relating to the Health Insurance Portability and Accountability Act.

Board approval of the recommended Amendment No. 5 will modify the space allocated to the Foundation as of October 15, 2003, from Building 601 (872 square feet) to Building 606 (1,145 square feet), and include required standard contract provisions to the Agreement.

Current County policy and procedures require the timely submission of agreements and amendments for Board approval. However, this Amendment was not scheduled for placement on the Board's agenda three weeks prior to the Foundation's relocation date of October 15, 2003 due to an oversight by the Program Office.

Attachment A provides additional information.

County Counsel has approved the amendment (Exhibit I) as to use and form.

CONTRACTING PROCESS:

This type of agreement is not advertised on the Los Angeles County Web site.

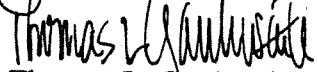
IMPACT ON CURRENT SERVICES PROVIDED:

There is no impact on the Department's services.

The Honorable Board of Supervisors
July 29, 2004
Page 3

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:gh

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETCDD3322:gh

SUMMARY OF AGREEMENT

1. **PROGRAM DESCRIPTION:**

Rancho Los Amigos Hospital Foundation, Inc. solicits and expends funds for the provision of health care delivery, facilities, medical research and medical education at Rancho Los Amigos National Rehabilitation Center (formerly Rancho Los Amigos Medical Center) to improve patient care programs.

2. **AGENCY ADDRESS AND CONTACT PERSON:**

Rancho Los Amigos Hospital Foundation, Inc.
7601 East Imperial Highway
Downey, California 90242
Attention: Gary Erickson, Executive Director
Telephone: (562) 401-7053

3. **TERMS:**

Agreement No. 44731 became effective June 21, 1983 with automatic yearly renewal periods and a provision for a written 60-day notice of termination.

4. **FINANCIAL INFORMATION:**

The current annual value of space is \$51,000 for 1,145 square feet. There is no monetary payment between the parties. The County provides space and in-kind support to the Foundation in exchange for fund-raising services and Foundation acting as County's agent in the collection of fees from health workers receiving health professional training classes taught by County personnel.

5. **GEOGRAPHIC AREA TO BE SERVED:**

4th Supervisorial District.

6. **APPROVALS:**

Rancho Los Amigos National Rehabilitation Center: Valerie Orange, Acting Chief
Executive Officer

Contract Administration: Irene E. Riley, Director

County Counsel: Anita D. Lee, Principal Deputy

SUMMARY OF AGREEMENT

1. PROGRAM DESCRIPTION:

Rancho Los Amigos Hospital Foundation, Inc. solicits and expends funds for the provision of health care delivery, facilities, medical research and medical education at Rancho Los Amigos National Rehabilitation Center (formerly Rancho Los Amigos Medical Center) to improve patient care programs.

2. AGENCY ADDRESS AND CONTACT PERSON:

Rancho Los Amigos Hospital Foundation, Inc.
7601 East Imperial Highway
Downey, California 90242
Attention: Gary Erickson, Executive Director
Telephone: (562) 401-7053

3. TERMS:

Agreement No. 44731 became effective June 21, 1983 with automatic yearly renewal periods and a provision for a written 60-day notice of termination.

4. FINANCIAL INFORMATION:

The current annual value of space is \$51,000 for 1,145 square feet. There is no monetary payment between the parties. The County provides space and in-kind support to the Foundation in exchange for fund-raising services and Foundation acting as County's agent in the collection of fees from health workers receiving health professional training classes taught by County personnel.

5. GEOGRAPHIC AREA TO BE SERVED:

4th Supervisorial District.

6. APPROVALS:

Rancho Los Amigos National Rehabilitation Center: Valerie Orange, Acting Chief
Executive Officer

Contract Administration: Irene E. Riley, Director

County Counsel: Anita D. Lee, Principal Deputy

BLETCD3322.GH
04/08/04

FACT SHEET

RE: APPROVAL OF AMENDMENT NO. 5 TO COUNTY AGREEMENT WITH RANCHO LOS AMIGOS HOSPITAL FOUNDATION, INC.

4th District.

CONTACT PERSON:

Valerie Orange, Acting Chief Executive Officer
Rancho Los Amigos National Rehabilitation Center
Telephone: (562) 401-7022

SUBJECT:

The Director of Health Services is requesting that the Board approve Amendment No. 5 to Fund Raising Services Agreement No. 44731 with Rancho Los Amigos Hospital Foundation, Inc.

REQUESTED ACTION:

You are being asked to authorize the Director of Health Services, or his designee, to sign Amendment No. 5 with Rancho Los Amigos Hospital Foundation, Inc. to change and increase the space assigned to the Foundation for the continued provision of fund-raising and other services and to include required standard contract language provisions.

PROGRAM:

Agreement No. 44731 with Rancho Los Amigos Hospital Foundation, Inc. is a services agreement for fund-raising, gift shop and educational related services to improve patient care programs at Rancho Los Amigos National Rehabilitation Center.

FINANCING/FISCAL IMPACT:

None. The County provides space and in-kind support to the Foundation in exchange for fund-raising services and County's agent in collecting fees from health workers participating in continuing education programs taught by County personnel.

TERMINATION PROCESS:

Agreement No. 44731 provides for termination by either party at any time for any reason by giving at least sixty days prior written notice to the other party.

TERM OF CONTRACT:

The agreement automatically renews for successive one-year terms unless one of the termination mechanisms are invoked.

FACT SHEET (cont'd)

AUTOMATIC RENEWAL:

Yes.

FIRST BOARD APPROVAL:

Agreement No. 44731 became effective on June 21, 1983.

CONTRACT EXPIRATION:

Not Applicable.

RETROACTIVE AGREEMENT:

Yes, however only for that portion of the agreement which changes the space used by Foundation as of October 15, 2003.

REQUEST FOR PROPOSAL (RFP) PROCESS:

Not Applicable.

SOLE SOURCE JUSTIFICATION:

Not Applicable.

SMALL BUSINESS WEB SITE:

Not Applicable.

BLETCDD3322.GH

EXHIBIT I

Contract No. 44731

FUND-RAISING SERVICES AGREEMENT

AMENDMENT NO. 5

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

RANCHO LOS AMIGOS HOSPITAL
FOUNDATION, INC. a California
non-profit public benefit
corporation (hereafter
"Foundation").

WHEREAS, reference is made to that certain document entitled
FUND-RAISING SERVICES AGREEMENT, dated June 21, 1983, and further
identified as County Agreement No. 44731, including Amendments
Nos. 1 through 4, (hereafter collectively "Agreement"); and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by both parties; and

WHEREAS, the parties desire to amend the Agreement to change
the physical location only of the Foundation's office.

NOW, THEREFORE, the parties hereby agree that Agreement shall
be amended only in the following respects:

1. Exhibit A, (Terms and Conditions of Utilization of County
Space), Paragraph 1 shall be amended to read as follows:

"1. Premises Subject to This Agreement: Foundation is hereby granted permission to utilize in accordance with the following terms and conditions, the County facilities located at Rancho Los Amigos National Rehabilitation Center, 7601 East Imperial Highway, Downey, California, 90242 described in Schedule A-2 (Identification of County Facility Space)."

2. Exhibit A (Terms and Conditions of Utilization of County Space, Paragraph 3, shall be amended to read as follows:

"3. Value of Space: The parties acknowledge that the annual value of the premises to be used is \$51,000. Said amount includes, necessary utilities, i.e., gas, electricity, water, telephone, general repair and maintenance (but excludes the repair and maintenance referred to in Paragraph 4.C. hereinbelow), and general security and housekeeping services (except for those security and housekeeping services which are Foundation responsibilities under Paragraph 4. hereinbelow."

3. Paragraph 6, INDEMNIFICATION AND INSURANCE, of the Agreement, shall be amended to read as follows:

"6. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

A. Indemnification: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including

but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, 6th Floor-East, Los Angeles, California, 90012, Attn: Director, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductible or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related

to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

(4) Notification of Incidents, Claims or Suits: Contractor shall report to County:

(a) Any accident or incident relating to

services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

C. Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any

costs to County, Contractor shall pay full compensation for all costs incurred by County.

D. Insurance Coverage Requirements for Sub-contractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

E. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed

Operations Aggregate: \$1 million

Personal and Advertising

Injury: \$1 million

Each Occurrence: \$1 million

(2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned vehicles, or coverage for "any auto".

(3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease-policy limit:	\$1 million
Disease-each employee:	\$1 million

F. Periodic Review and Update of the Indemnification and Insurance Requirements: The County will review and periodically update the Indemnification and Insurance requirements included in this agreement based upon recommendations of the County's Chief Administrative Office, Risk Management Operations and Board approved policies regarding Indemnification and Insurance requirements."

4. Paragraph 4, AUDIT REPORTS, of the Agreement shall be deleted in its entirety and replaced to read as follows:

"4. RECORDS AND AUDITS:

A. Contractor shall maintain accurate and complete financial records of its activities and operations as they relate to its services under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records of all services provided hereunder. All such records shall be retained by Contractor for a minimum period of (5) years following the expiration or prior termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all records pertaining to this Agreement, including, but not limited to, those described above or true and correct copies thereof, shall be retained by Contractor, or made available by Contractor, at a location in the County of Los Angeles and shall be made available within ten(10) working days of County's request during County's normal business hours to representative of County for purposes of inspection or audit.

In the event that such records are located outside the County of Los Angeles, then, at Contractor's option, such inspection or audit shall take place at an agreed place at

such location and Contractor shall pay County for travel, per diem, and other costs related to such inspection or audit.

B. In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided under this Agreement or applicable Federal or State law. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

C. Failure on the part of the Contractor to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement."

5. Paragraphs 11 through 35 shall be added to body of Agreement as follows:

"11. FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861 (v)(1) (I) of the Social Security Act (42 U.S.C. Section 1395 (v) (1) (I) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall

maintain and make available, upon written request to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representative, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contract carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such sub-contract shall provide for such access to the sub-contract, books, documents and records of the sub-contractor."

"12. REPORTS: Contractor shall make reports as required by Director or his designee concerning its activities and operations hereunder. In no event, however, may Director require such report unless it has provided Contractor with at least thirty (30) days prior written notification thereof. Director shall provide Contractor with a written explanation of the procedures for reporting the required information."

"13. SUBCONTRACTING: Although it is the intent of the parties that all services hereunder are to be provided by Contractor's employees, both parties agree that Contractor may encounter a need for highly specialized services for which

Contractor may find it necessary to subcontract.

The requirement for use of subcontracting are as follows:

A. No performance of this Agreement or any portion thereof shall be subcontracted by Contractor without the prior written consent of Director or his/her authorized designee(s). Any attempt by Contractor to subcontract any performance of services under this Agreement without the prior written consent of Director or his/her designee(s) shall be null and void and shall constitute a material breach of this Agreement.

B. In the event Director or his/her authorized designee(s) may consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

C. In the event that Director or his/her authorized designee would consent to subcontracting, Contractor shall include in all subcontracts the terms of the prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefits of the County of Los Angeles.

D. Contractor's request to Director or his/her designee(s) for approval of a subcontract shall include:

(1) A description of the services.

(2) Identification of the proposed subcontractor and documented explanation as to the qualifications of the subcontractor and the ability to complete the services as stated and required in the Contract, and to include a description of Contractor's efforts to obtain competitive bids.

(3) Any other information and/or certifications requested by Director or his/her authorized designee.

E. All subcontractors shall be made in the name of the Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including but not limited to, the duty to properly supervise and coordinate all the work of Contractor and any subcontractor. Approval of the provisions of any subcontract by Director or his/her authorized designee shall not be construed to constitute a determination of the allocability of any cost under this Agreement.

F. Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors. County shall have no liability or

responsibility for any payment or other compensation to any sub-contractor."

"14. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County, its officers, employees and agents, from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, agents, or subcontractors of such federal, State or local laws, ordinances, rules, regulations, or directives."

"15. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor

performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts."

"16. TERMINATION FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether insolvent within the meaning of the Federal Bankruptcy Code or not.

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor by an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement."

"17. TERMINATION FOR CONTRACTOR'S DEFAULT:

A. County may, subject to the provisions of Subparagraph C below, by written notice of default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If, as determined in the sole judgement of County, Contractor fails to perform the services within the time specified in the Agreement or any extension thereof ; or

(2) If, as determined in the sole judgement of County, Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these

two (2) circumstances, does not cure such failure within a period of ten (10) days (or such longer periods as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event County terminates this Agreement in whole or in part as provided in Subparagraph A above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any excess costs incurred by County, as determined by County, for such similar services, provided that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

C. Except with respect to defaults of sub-contractors, Contractor shall not be liable for any such excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor, as determined by County. Such causes may include, but are not limited to acts of God or the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State governments in their sovereign capacities, fires,

floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a sub-contractor of both Contractor and sub-contractor, as determined by County, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule, as determined by County.

D. If, after the notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 28 (Termination for Convenience) below.

E. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition

to any other rights provided by law or under this Agreement.

F. As used in Subparagraph C above, the terms "sub-contractor" and "sub-contractors" mean "sub-contractor(s) at any tier."

"18. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement as set forth in Paragraph 1 above, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder."

"19. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE:

Contractor shall not knowingly permit any employee to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair his/her physical or mental performance."

"20. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES:

Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, national origin, ancestry,

sex, age, physical or mental handicap, in accordance with all applicable requirements of Federal and State law."

"21. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Fair Labor Standards Acts and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees or agents for which County may be found jointly or solely liable."

"22. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees or agents performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees or agents performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees or agents for the period prescribed

by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement."

"23. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement."

"24. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such

employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Contractor's minimum qualification for the open position. County will refer GAIN participants by job.

"25. NOTICE TO EMPLOYEE REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each sub-contractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The Fact Sheet is set forth in Attachment I of this Amendment and is also available on the Internet at www.babysafela.org for printing purposes."

"26. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Sub-contractors, if any, to post this poster in a prominent position in the Sub-contractor's place of business.

The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

"27. NOTICE TO EMPLOYEE REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015."

"28. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected will be reported to the Board of Supervisors."

"29. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and

shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor agrees to utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service."

"30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other Agreements, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has

done any of the following: (1) violated a term of an Agreement with County or a non-profit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County or any other public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor

should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Department shall be provided an opportunity to object to the tentative proposed decision prior to presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any sub-contractors of County Contractors."

"31. PURCHASING RE-CYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum intent possible on the project."

"32. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code attached hereto as Attachment II.

The Jury Service Program applies to both contractors and their subcontractors.

B. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

If Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then Contractor must so indicate in the Certification Form and Application for Exception, attached hereto as Attachment II, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing Contractor's application, County will determine, in its

sole discretion, whether Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. County's decision will be final.

C. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any sub-contractor to perform services for County under this Agreement, the sub-contractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy

of the Jury Service Program shall be attached to this Agreement.

D. If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

E. Contractor's violation of this Sub-paragraph of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time

consistent with the seriousness of the breach.

"33. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity."

"34. MERGER PROVISION: The body of this Agreement, including all of the attachments and amendments thereto fully expresses all understandings of the parties concerning all matters covered therein and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees, or agents, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties."

"35. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of California."

6. The changes made in Paragraphs 1 and 2 of this Amendment No. 5 shall be effective on October 15, 2003. All other provisions

of this Amendment shall be effective on the date of its approval by the Board of Supervisors.

7. Except for the changes set forth above, Agreement as previously revised by Amendments One through Four, shall not be changed in any other respect by this Amendment; and its terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

RANCHO LOS AMIGOS HOSPITAL
FOUNDATION, INC. a California
non-profit public benefit
corporation
Foundation

By _____
Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By _____
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AMENDCD3321.gh
gh:03/03/04

SCHEDULE A-2

IDENTIFICATION OF COUNTY FACILITIES SPACE

SUBJECT TO TERMS AND CONDITIONS OF SPACE USE

<u>TYPE OF SERVICE</u>	<u>LOCATION</u>	<u>SQUARE FEET</u>
Foundation Office	Building 606	1,145
Gif Shop	601 Solarium	400
Thrift Shop	Building 605	5,705
Total Square Feet	7,250	

SAFELY SURRENDERED BABY LAW

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or sub-contractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	()	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date: